

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant NP Consulting Inc.	2. Registration Number 7301
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3. Primary Address of Registrant 1100 G Street NW, Suit 750, Washington, DC 20005
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4. Name of Foreign Principal Freedom at Home and Abroad, on behalf of Campaign for Freedom LTD	5. Address of Foreign Principal 200 Massachusetts Ave NW Washington, DC 20001
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6. Country/Region Represented UNITED KINGDOM

7. Indicate whether the foreign principal is one of the following: <input type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____
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8. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant b) Name and title of official(s) with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

501(c)(4) social welfare organization

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Financed: Funds received from a foreign principal, Campaign for Freedom Ltd. Suite 1, 7th Floor,
50 Broadway
London, London
UNITED KINGDOM SW1H 0DB

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Controlled by Board of Directors comprised of three US citizens

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
<u>08/01/2023</u>	<u>Cara Stern</u>	<u>/s/Cara Stern</u>
<u>08/01/2023</u>	<u>Joshua McConaha</u>	<u>/s/Joshua McConaha</u>
<u>08/01/2023</u>	<u>Thomas McMahon</u>	<u>/s/Thomas McMahon</u>
<u>08/01/2023</u>	<u>Edward Vale</u>	<u>/s/Edward Vale</u>

EXECUTION

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Date

Printed Name

Signature

7.31.23	Cara Stern	Cara M Stern
7/31/23	Deborah Cushman	Deborah Cushman
7/31/23	Sarah McConch	[Signature]
7/31/23	Hannah Gross	Hannah Gross


EXECUTION

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Date

Printed Name

Signature

7/31/23 Edward Vale 

EXECUTION

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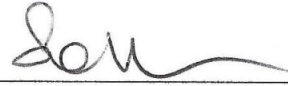
Date

Printed Name

Signature

7.31.23

Thomas McMahon



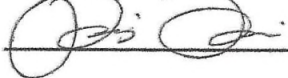
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Date

Printed Name

Signature

<u>7/31/2023</u>	<u>Paige Davis</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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Date

Printed Name

Signature

7/31/23 Charles Bluestein Charles Bluestein

7/31/23 Nicole Zaidan 

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

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1. Name of Registrant
NP Consulting Inc.

2. Registration Number
7301

3. Name of Foreign Principal
Freedom at Home and Abroad, on behalf of Campaign for Freedom LTD

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 07/27/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

NP Consulting will provide media and strategy consulting services to Freedom at Home and Abroad, including media production services.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

NP Consulting will write, design and produce content for paid advertisements and social media efforts.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The work product involves communications for a public advocacy campaign in support of the United States' support for Ukraine's efforts to defend its homeland. All informational materials will be disseminated by Freedom at Home and Abroad, Inc.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

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Date	Printed Name	Signature
<u>08/01/2023</u>	<u>Cara Stern</u>	<u>/s/Cara Stern</u>
<u>08/01/2023</u>	<u>Joshua McConaha</u>	<u>/s/Joshua McConaha</u>
<u>08/01/2023</u>	<u>Thomas McMahon</u>	<u>/s/Thomas McMahon</u>
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Date

Printed Name

Signature

7.31.23	Cara Stern	Cara M Stern
7/31/23	Deborah Cushman	Deborah Cushman
7/31/23	Sarah McConch	[Signature]
7/31/23	Hannah Gross	Hannah Gross

EXECUTION

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Date

Printed Name

Signature

7/31/23

Edward Vale



EXECUTION

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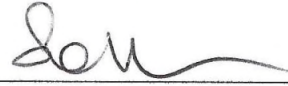
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Thomas McMahon



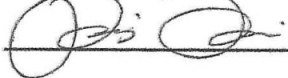
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Date

Printed Name

Signature

7/31/2023	Paige Davis	
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXECUTION


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Date

Printed Name

Signature

7/31/23 Charles Bluestein Charles Bluestein

7/31/23 Nicole Zaidan 

JOINT SERVICES AGREEMENT

This Joint Services Agreement (the “**Agreement**”), effective as of July 27, 2023 (the “**Effective Date**”), is by and between, Freedom at Home and Abroad a Delaware nonprofit, and NP Consulting, Inc., dba NP Agency, a District of Columbia S-corporation (“**NP**”). Freedom at Home and Abroad and NP may be collectively referred to as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Freedom at Home and Abroad and NP have complementary experience, resources, and capabilities, and the Parties see potential opportunities to provide services to one another, and to partner to pursue one or more Projects (defined below); and

WHEREAS, Freedom at Home and Abroad and NP intend to exchange and/or be granted access to financial and business-related data that are considered proprietary to the other Party;

NOW THEREFORE, in consideration of the mutual covenants and obligations undertaken by the Parties hereunder, the Parties agree as follows:

1. **Purpose.** During the term of this Agreement, the Parties may identify specific opportunities, solicitations, requests for proposals or other projects to pursue on a joint basis, and each Party may also provide professional and other services to the other Party (each such activity, a “**Project**”). The Parties will work in good faith to develop each Party’s key service offerings and market their services to clients, as agreed upon by the Parties.

2. **Statements of Work; Relationship of Parties.**

A. With respect to any specific Project, the division of work and responsibility anticipated for each Party in performing any such Project will be set forth in a project-specific statement of work or similar attachment to this Agreement (each, an “**SOW**”), which shall be executed by each Party. Except as set forth in an SOW, each Party shall be responsible for its respective expenses hereunder, including all costs, risks and liabilities incurred by it arising out of its obligations and performance under this Agreement.

B. The Parties agree that the relationship between them under this Agreement is that of independent contractors and that nothing contained herein shall be deemed to constitute either Party as the agent or representative, or employer or employee, of the other Party, or both parties as joint venturers or partners for any purpose. Neither Party shall have authority to speak for, represent or obligate the other Party in any way without prior written authority from the other Party. Nothing herein shall provide for the sharing of profits or losses arising out of the efforts of either or both of the Parties, except as may be provided for in any subcontract or other agreement relating to a Project which is agreed to in writing by the Parties.

3. **Proprietary Information and Intellectual Property.**

A. Each Party (each, a “**Receiving Party**”) acknowledges the need for confidentiality of the information furnished to it by the other Party (each, a “**Disclosing Party**”) and agrees that confidential and proprietary information hereunder shall include, without limitation, the terms of this Agreement, all information relating to any client or any client contract, all information concerning costs, pricing, marketing and business strategies, contacts, methods, sources, know-how, trade secrets, and all other information generally treated by businesses in a confidential and proprietary manner, in whatever form or medium maintained (collectively, the “**Confidential Information**”). Each Receiving Party agrees to hold the Confidential Information of the Disclosing Party as confidential, and agrees not to use such information for

any purpose other than as contemplated by this Agreement, and not to disclose such information except as permitted herein. Each Receiving Party agrees to limit access to the Disclosing Party's Confidential Information to those of its representatives who have a need to know such information to perform his or her function. Each Party's obligations under this paragraph will continue during the term of this Agreement and will survive any termination or expiration of this Agreement.

B. The provisions of this Section 3 do not apply to any Confidential Information which (i) becomes publicly available through no fault of the Receiving Party, (ii) is disclosed to the Receiving Party by a third party that is legally entitled to disclose such information, (iii) was known by the Receiving Party prior to its receipt from the Disclosing Party hereunder, (iv) is developed by the Receiving Party independently of any disclosures made by the Disclosing Party hereunder, or (v) is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, including registration and reporting under the Foreign Agents Registration Act (FARA), or by subpoena, summons or other legal process, or by law, rule or regulation, provided that prior to such disclosure, to the extent permitted by law, the Disclosing Party is given reasonable advance notice of such order and an opportunity to object to such disclosure.

C. Upon any termination of this Agreement, each Receiving Party will return or destroy all Confidential Information belonging to the Disclosing Party that is in the Receiving Party's possession or control and, upon request, shall certify the completion of such steps; provided that each Party may retain archival records of such information as the Party is required to retain under applicable law, for such period as may be set forth in such law. Nothing in this Section 3(C) shall in any way diminish the confidentiality obligations of either Party under this Agreement.

D. Neither Party shall issue any public release or advertising regarding this Agreement or any Project without the prior written consent of the other Party, except for any release or disclosure that may be required to comply with applicable law.

4. **Termination.** This Agreement shall remain in effect until the first to occur of the following events: (i) November 5, 2024, unless a SOW is then in effect in accordance with its terms, in which case this Agreement shall remain in effect until the termination or expiration of such SOW; (ii) either Party becomes insolvent, is placed into receivership, becomes the subject of proceedings under the laws relating to bankruptcy, the relief of debtors or assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (iii) the written notice of any Party to terminate this Agreement; or (iv) a material breach by either Party of the terms of this Agreement or any SOW, which breach continues after receiving written notice thereof and 30 days to cure such breach to the reasonable satisfaction of the other Party. This Agreement may also be renewed or extended by the mutual written agreement of the Parties.

5. **Representations.** As an inducement to the other Party to enter into this Agreement, each Party hereby represents and warrants that: (i) the Party has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (ii) the execution and delivery of this Agreement and the performance by the Party of its obligations hereunder have been duly authorized, and will not violate, breach or create a conflict of interest in respect of any other agreements or obligations of such Party; and (iii) the Party is in material compliance with all applicable laws.

6. **Compliance; Conflicts.** Each Party shall perform the services hereunder and under each SOW professionally and in accordance with all applicable ethical, industry and professional standards. Each Party shall comply with all applicable laws, regulations and requirements in all applicable jurisdictions. In addition to any required notice of Section 3(B), Parties agree to reasonably cooperate on all FARA-related registration and reporting materials. Each Party is fully responsible for its own registration

and reporting and is not liable for the other Party's registration and reporting obligations. Each Party agrees that it will not enter into another engagement that would conflict with its provision of the services hereunder or under any SOW. In the event that a conflict arises, the Parties agree to work together in good faith under applicable ethical principles to reach a resolution satisfactory to the Parties.

7. **Liability.**

A. In no event shall either Party be liable to the other for incidental, special, exemplary, consequential, multiple, or punitive damages, even if such Party has been advised of the possibility of such damages. This limitation on liability shall apply regardless of the theory of liability, whether based on contract, indemnity, warranty, tort, negligence, strict liability, or any other legal or equitable theory. This limitation on types of damages available to the Parties shall be deemed independent of, and shall survive any failure of, the essential purpose of any limited remedy under the terms of this Agreement.

B. Each Party shall indemnify, defend and hold the other harmless from and against any and all damages (compensatory and punitive), losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from the other Party's (or any of their respective subcontractors, suppliers, employees, agents or representatives): (i) intentional misconduct, negligence, or fraud; (ii) breach of any representation, warranty or covenant made herein; or (iii) products or services including, without limitation, any claims that such products or services infringe any patent, copyright, trademark, trade secret or any other proprietary right of any third party.

C. Each Party shall maintain general liability and property damage insurance in reasonable limits covering their respective obligations herein, as well as workmen's compensation insurance, if applicable, covering all of their respective employees who perform services under this Agreement.

8. **Miscellaneous.** The laws of the District of Columbia shall govern the provisions of this Agreement, without regard to its conflicts of laws principles, and the Parties agree to submit to the jurisdiction and venue of courts located in the District of Columbia. Neither this Agreement nor any of the rights or obligations of a Party hereunder may be assigned, delegated or in any other manner transferred to a third party without the prior written consent of the other Party. No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right. If any provision of this Agreement is held to be illegal or unenforceable by a final decision of a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable.

9. **Integration.** The Parties hereby agree that this Agreement, including the SOWs attached hereto and all documents incorporated herein by reference, shall constitute the entire agreement and understanding between the Parties and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. This Agreement may be amended or modified, and any provision hereof may be waived, only by a written instrument executed by both Parties. Each SOW is subject to the terms and conditions of this Agreement; to the extent there is any conflict between the provisions of this Agreement and any SOW, the terms of this Agreement shall control the rights and obligations of the Parties, unless a properly executed SOW expressly supersedes a provision of this Agreement in respect of a given Project and specifically references the provisions of the Agreement that are to be superseded by the terms of such SOW.

(signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Freedom at Home and Abroad

Signature: _____

Name: _____

Title: _____

NP Consulting, Inc.

Signature: Cara M Stern

Name: Cara Stern

Title: Partner

Attachments:

Exhibit A – Form of Statement of Work

Exhibit A

Form of Statement of Work

This Statement of Work No. 1 ("**SOW**") is subject to the terms and conditions of the Joint Services Agreement (the "**Agreement**") between Freedom at Home and Abroad a Delaware nonprofit, and NP Consulting, Inc., dba NP Agency, a District of Columbia S-corporation ("**NP**"). To the extent that there is any conflict between the provisions of the Agreement and this SOW, the terms of the Agreement shall control the rights and obligations of the Parties, unless this SOW expressly supersedes a provision of the Agreement in respect of a given Project and specifically references the provisions of the Agreement that are to be superseded by the terms of this SOW.

1. Effective Date.

- a. July 27, 2023

2. Description of Work:

- a. Consulting Services
- b. Media planning
- c. Media buying and placement, including digital, TV, radio and audio, print, out of home, mail, native, influencer, experiential, or other forms of advertising as needed
- d. Creative production
- e. Any other services agreed to in writing

3. Services.

The monthly consulting retainer will include the following services:

- a. Strategic consulting and guidance
- b. Staff support
- c. Graphic design services, including static graphics, standard display ads as outlined in the IAB New Ad Portfolio, and other standard static graphics developed in support of the campaign
- d. Media campaign reporting and optimization
- e. Legal and financial compliance

4. Compensation.

- a. \$40,000 monthly consulting retainer, beginning on August 1, 2023
- b. Project-based fees as agreed to in writing, including video production, non-standard digital or advertising content, event costs, and mailing and phone costs
- c. Media commission based on planned aggregate spend as outlined in the below schedule, with no minimum spend required

Aggregate Media Spend	Rate
Less than \$800,000	15%
\$800,000.01 - \$1,500,000	12%

\$1,500,000.01 – \$2,000,000	10%
More than \$2,000,000.01	8%

- d. Reimbursement for expenses related to creative production above \$250, including stock photography and music licensing

IN WITNESS WHEREOF, the Parties have executed this SOW.

Freedom at Home and Abroad

Signature:

MF

Name: Michael Franklin

Title: Executive Director

NP Consulting, Inc.

Signature:

Cara M Stern

Name: Cara Stern

Title: Partner